

CLAIM OF SABIA & HARTLEY, LLC	:	JUDICIARY COMMITTEE
(now known as Sabia Law Firm, LLC)	:	STATE OF CONNECTICUT
	:	
	:	H. J. NO. 82
	:	
	:	MARCH 20, 2009

WRITTEN TESTIMONY IN SUPPORT OF CLAIM
OF SABIA & HARTLEY, LLC
(NOW KNOWN AS SABIA LAW FIRM, LLC)

The Claimant, Sabia & Hartley, LLC (now known as Sabia Law Firm, LLC), respectfully submits its written testimony in support of its claim for payment of legal services before the Claims Commissioner in the amount of \$21,228.02. The Claimant provided these legal services in September and October of 2005 under a contract it entered into with the Office of State Ethics (the "Contract").

There is no dispute that the work was performed. There is no dispute about the quality of the work performed. There is no dispute that the Claimant sent an invoice for payment to the Office of State Ethics in a timely manner in November 2005. There is also no dispute that the Citizen's Ethics Advisory Board of the Office of State Ethics voted unanimously on March 30, 2006 to direct the Office of State Ethics to work the Department of Administrative Services to correct any problems holding up payment to the Claimant. The only dispute at issue here is whether the Claimant's Notice of Claim was timely when it was filed with the Claims Commissioner on March 2, 2007.

The State's position, which was adopted by the Claims Commissioner, is that the one-year statute of limitation for filing a claim against the State had already expired by March 2, 2007. The Claimant's position is that the Citizen's Ethics Advisory Board's vote approving payment reiterated and ratified the Contract. The Board's vote served to reset the accrual date of

the one-year statute of limitations to March 30, 2006, thereby making the filing of the Claim on March 2, 2007 timely. By reiterating and ratifying the Contract through their vote, the Office of State Ethics, acting through the Citizen's Ethics Advisory Board, lulled the Claimant into believing that the State was ready and willing to pay its debt, thereby preventing the Claimant from acting promptly on its rights within the limitations period. Under the doctrine of equitable estoppel, the State should be prevented from asserting the applicable statute of limitations as a defense to what is otherwise an indisputably valid claim.

It is the Claimant's understanding from the Judiciary Committee staff that the complete file related to this matter will be made available to the members of the Judiciary Committee. Nonetheless, for the sake of convenience, the Claimant respectfully submits and appends hereto the following documents as exhibits:

- A: Personal Services Agreement between the Claimant and the Office of State Ethics.
- B: Agenda and Minutes of Citizen's Ethics Advisory Board of the Office of State Ethics, dated March 30, 2006.

Respectfully submitted,

THE CLAIMANT, SABIA & HARTLEY, LLC
(now known as Sabia Law Firm, LLC)

By 

Michael G. Albano
Sabia Law Firm, LLC
190 Trumbull Street, Suite 202
Hartford, CT 06103
Tel. (860) 541-2077
Fax. (860) 713-8944

EXHIBIT A

OFFICE OF THE STATE COMPTROLLER
ACCOUNTS PAYABLE DIVISION

PREPARE 6 COPIES.

THE STATE AGENCY AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH AT SHEET 2 OF THIS FILE, AS ATTACHED HERETO AND INCORPORATED BY REFERENCE.

(1) <input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> AMENDMENT		(2) IDENTIFICATION NO.
CONTRACTOR	(3) CONTRACTOR NAME Sabra & Hartley, LLC	
STATE AGENCY	(4) ARE YOU PRESENTLY A STATE EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
CONTRACT PERIOD	(5) AGENCY NAME AND ADDRESS Office of State Ethics 18-20 Trinity Street Hartford, CT 06106	(6) CONTRACTOR FEIN / SSN - SUFFIX 06-1467046
ANCELLATION CLAUSE	(7) DATE (FROM) 9/7/05 THROUGH (TO) 12/31/05	(8) INDICATE <input type="checkbox"/> MASTER AGREEMENT <input type="checkbox"/> CONTRACT AWARD NO. <input checked="" type="checkbox"/> NEITHER
COMPLETE DESCRIPTION OF SERVICE	(9) REQUIRED NO. OF DAYS WRITTEN NOTICE: 15	
(10) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.) Attorney Jill Hartley shall act as Special Enforcement Counsel for the Office of State Ethics for the purpose of prosecuting the respondent before the Citizen's Ethics Advisory Board of the Office of State Ethics in docket # 2002-02. The contractor agrees to disclose to the Office of State Ethics any items of value provided to Office of State Ethics employees for which full payment has not been made; See attached Addendum.		

(11) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES. The contractor shall be compensated at the rate of \$276.00 per hour for each hour of attorney time expended under the terms of this agreement plus necessary expenses, including paralegal fees at \$110.00 per hour for each hour of paralegal time expended under this agreement. Bills shall be submitted monthly to the Office of State Ethics with time calculated in 1/10 hour increments. Total fees shall not exceed \$75,000.00.

1	(11) DOC. TYPE	(14) COMM. TYPE	(15) LSE. TYPE	(18) ORIG. AGENCY	(17) DOCUMENT NO.	(18) COMM. AGENCY	(18) COMM. NO.	(20) VENDOR FEIN / SSN - SUFFIX
	PS	PS		ETH13600	ETH13600-7	ETH13600		061467046
COMMITTED AMOUNT				(22) OBLIGATED AMOUNT		(23) CONTRACT PERIOD (FROM/TO)		
000				\$75,000		9/7/05 to 12/31/05		
(25) COMM. LINE NO.	(28) COMMITTED AMOUNT	(27) COMM. AGENCY	(28) COST CENTER	(28) FUND	(28) SID	(28) OBJECT	AGENCY TAIL	
1	\$75,000	ETH13600	11000	10020		5115	(30) FUNCTION	(31) ACTIVITY
							1	0
							(32) EXTENSION	(33) F.Y.
							0	2008

Individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship. The individual is not an employee of the State of Connecticut and is not eligible for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

ACCEPTANCES AND APPROVALS		(34) STATUTORY AUTHORITY
CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE)		PA 05-183, SS35, 2: PA 05-287 S.31(6)
AGENCY (AUTHORIZED OFFICIAL)		
CHIEF OF POLICY & MGMT./DEPT. OF ADMIN. SERV.	Interim Executive Director	DATE 10/21/05
ATTORNEY GENERAL (APPROVED AS TO FORM)		DATE


DISTRIBUTION: ORIGINAL-CONTRACTOR PHOTOCOPY-COMPTROLLER PHOTOCOPY-OPM/DAS PHOTOCOPY-ATTORNEY GENERAL PHOTOCOPY-AGENCY

**Personal Services Agreement
Sabia & Hartley, LLC
Addendum**

This provision and its subsections are included in this Agreement in accordance with sections 6 and 11 of Governor M. Jodi Rell's Executive Order #7A: (a) The State Contracting Standards Board (the "Board") may, for cause, review this Agreement and recommend to the contracting agency, for its consideration and final determination as required or permitted by and in accordance with this Agreement and applicable law, termination of this Agreement after providing fifteen days' prior written notice to the contracting agency and the applicable contractor that it will review the Agreement. The results of the Board's review, together with its recommendations, shall be provided to the contracting agency and any other affected party in a timely manner, provided that nothing shall be construed to limit the power of the commissioner or department head of the contracting agency to consider the recommendations of the Board, as required or permitted in accordance with applicable law. For the purpose of this provision, "for cause" means: (1) A violation of Sections 1-84, 1-86e or 4a-100 of the Connecticut General Statutes or (2) wanton or reckless disregard of any State contracting and procurement process by any person substantially involved in this Agreement or the contracting agency. (b) The contractor shall disclose to the head of the contracting agency prior to its execution of this Agreement any items of value provided to any State employees for which full payment has not been made.



Attorney Jill Hartley
Sabia & Hartley, LLC



Mitchell W. Pearlman
Interim Executive Director
Office of State Ethics

REQUEST FOR PERSONAL SERVICE AGREEMENT
OPM Form/Rev. 08-02-05

Submit this form when requesting a personal service agreement with a cost greater than \$50,000 or a term greater than one year.

Return completed form to:
Office of Policy and Management, Office of Finance - MS# 65FIN,
450 Capitol Avenue, Hartford, CT 06106

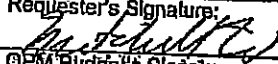
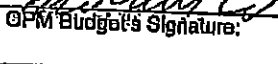
RESERVED FOR OPM USE

Date Rec'd _____

Log# _____

OIO Date _____

Attach additional sheets if necessary.

Agency Name & Address: Office of State Ethics 18-20 Trinity Street Hartford, CT 06106		Date: 10/21/05
Requester's Name & Title: Mitchell W. Pearlman Interim Executive Director		Requester's Signature: 
Agency Contact & Phone No.: Mitchell W. Pearlman 568-5892		OPM Budget's Signature: 
<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	OPM Secretary's Signature: Date:	

☐ Yes ☒ No Is this PSA with an individual? If yes, see *Personal Service Agreements: Standards and Procedures* (page 18).
A PSA must not be used by any agency to contract with a current or retired State employee.

☐ Yes ☒ No Does another State agency have the resources to provide these services or end products?

☐ Yes ☒ No Can these services or end products be purchased on a cooperative basis with another State agency?

☐ Yes ☒ No Will the services (irrespective of contractor) be ongoing?

☒ Yes ☐ No Has the agency contracted out for these services or end product during the preceding two years?

If yes, provide the following information about the previous contract:

- Type of Proposal: ☐ Competitive ☒ Non-Competitive
- Name of Contractor: Sabla & Hartley, LLC
- Contract Term: 8/16/2005-11/15/2005
- Contract Cost: \$14,900.00

Current Contract: ☐ Competitive ☒ Non-Competitive

If non-competitive, submit a "Request for Waiver from Competitive Solicitation" along with this form.

Contractor Name & Address: Sabla & Hartley, LLC
190 Trumbull Street
Suite 202
Hartford, CT 06103-2205

Outline of Work (Purpose, Scope, Activities, Outcomes): Attorney Jill Hartley shall act as Special Enforcement Counsel for the Office of State Ethics for the purpose of prosecuting the respondent before the Citizen's Ethics Advisory Board of the Office of State Ethics in docket # 2002-02.

Need for PSA: The PSA is needed because the Interim staff of the Office of State Ethics does not have the time to prepare for the case, or expertise in the subject matter to prosecute the case before the Citizen's Ethics Advisory Board.

Estimated Contract Term (Start | End Dates): 9/7/05-12/31/05

Estimated Contract Cost: \$75,000

Account Information (Agency | Fund | SID): ETH13600 11000 10020

REQUEST FOR WAIVER FROM COMPETITIVE SOLICITATION
OPM Form/Rev. 06-02-05
(SOLE SOURCE)

Submit this form when requesting a non-competitive personal service agreement with a cost greater than \$20,000 (if the term of the agreement is one year or less) or with a term greater than one year.

Return completed form to:
Office of Policy and Management, Office of Finance - MS# 55FIN,
450 Capitol Avenue, Hartford, CT 06106

RESERVED FOR OPM USE

Date Rec'd _____

Log # _____

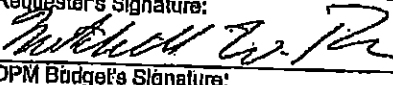
C/O Date _____

Budget comments:

Legal comments:

Finance comments:

Attach additional sheets if necessary.

Agency Name & Address: Office of State Ethics 18-20 Trinity Street Hartford, CT 06106		Date: 10/21/05
Requester's Name & Title: Mitchell W. Pearlman Interim Executive Director		Requester's Signature: 
Agency Contact & Phone No.: Mitchell W. Pearlman		OPM Budget's Signature:
<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	OPM Secretary's Signature:	
		Date:

☐ Yes ☒ No Is this PSA with an individual? If yes, see Personal Service Agreements: Standards and Procedures (page 18).
A PSA must not be used by any agency to contract with a current or retired State employee.

Attach a separate sheet explaining in detail the reasons for requesting a waiver from competitive solicitation. Acceptable reasons are listed below. Check all that apply.

- ☐ The cost to the State of a competitive solicitation process would outweigh the benefits of such a process.
☐ Services will be provided by a contractor mandated by the CT General Statutes, a public act, or special act.
☐ Contractor will provide emergency services, including those needed for the protection of life or health.
☒ Contractor has special capability, unique experience, proprietary services, or patent rights.

Contractor Name & Address:
Saba & Hartley, LLC
190 Trumbull Street
Suite 202
Hartford, CT 06103

Outline of Work (Purpose, Scope, Activities, Outcomes): The contractor will act as Special Enforcement Counsel for the Office of State Ethics for the purpose of prosecuting the respondent before the Citizen's Ethics Advisory Board of State Ethics in docket #2002-02.

Need for PSA: The PSA is needed because the Interim staff of the Office of State Ethics does not have the time to prepare for the case, or expertise in the subject matter to prosecute the case before the Citizen's Ethics Advisory Board.

Estimated Contract Term (Start | End Dates) 9/7/05-12/31/05

Estimated Contract Cost: 75,000

Account Information (Agency | Fund | SID): ETH13600 11000 10020

IMPORTANT: Attach a separate sheet explaining the process used to determine the rate that will be paid to the contractor.


ARTICLES OF ORGANIZATION
OF
SABIA & HARTLEY, LLC
State of Connecticut
Secretary of the State

The undersigned person, acting as an Organizer of a limited liability company under the Connecticut Limited Liability Company Act, hereby adopts the following Articles of Organization:

1. The name of the limited liability company is Sabia & Hartley, LLC (the "Company").
2. The nature of business to be transacted or the purposes to be promoted or carried out by the Company are as follows:
To engage in any lawful act or activity for which limited liability companies may be formed under said Act.
3. The management of the limited liability company shall be vested in a Managing Member.
4. The principal office address of the Company is 190 Trumbull Street, Suite 202, Hartford, Connecticut.
5. The name and business address of the statutory agent of the Company is Randall J. Sabia, 190 Trumbull Street, Suite 202, Hartford, CT 06102-2202; the statutory agent's home address is 55 Concord Street, West Hartford, Connecticut 06119.

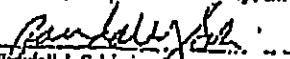
EXECUTION

Dated at Hartford, Connecticut, this 30th day of December, 2000


Randall J. Sabia, Organizer

ACCEPTANCE OF APPOINTED STATUTORY AGENT

Randall J. Sabia hereby accepts appointment as statutory agent for service for Sabia & Hartley, LLC.


Randall J. Sabia

For Official Use Only

Rec: CC

Randall J. Sabia

P: 190 Trumbull Street

St: 55 Concord Street

Suite 202

West Hartford, CT 06119

Hartford CT 06102-2202

EXHIBIT B

AGENDA

**CITIZEN'S ETHICS ADVISORY BOARD
OF THE OFFICE OF STATE ETHICS
18-20 Trinity Street
Freedom of Information Hearing Room A, 1st Floor
Hartford, CT 06106-1660**

**March 30, 2006
1:00 p.m.**

1. Executive Director's Report. (Information only)
2. Approval of minutes of February 23, 2006 and March 27, 2006 meetings.* VOTE REQUIRED
3. Public Comment.
4. Disposition of Interim Ethics Office Business * VOTE REQUIRED
5. Review response to Bill No. 5055: An Act Concerning Municipal and District Ethics Codes. (Information only)
6. Update on Statements of Financial Interests. (Information only)
7. Update on Computer Systems. (Information only)
8. Review findings of sub-committee and respond to Request for Advisory Opinion #4217: How does the Code of Ethics for Public Officials apply to members of the Stem Cell Research Advisory Committee who are employed by, or sit on the boards of, institutions that will likely submit applications for grants-in-aid from the Stem Cell Research Fund? * VOTE REQUIRED

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- 1. Executive Director's Report.**
- 2. Minutes of February 23, 2006**
- 3. Minutes of March 27, 2006**
- 4. Disposition of Interim Ethics Office Business**
- 5. Draft Response to RAO #4217 (Application of the Code of Ethics for Public
Officials to Members of the Stem Cell Research Advisory Committee)**

Disposition of Interim Ethics Office Business

We are nearing the end of our review of the work of the interim staff and outstanding issues. We have discovered some outstanding invoices that require board attention.

1. **Pepe & Hazard Bill** -- There is an outstanding bill with the Law Firm of Pepe & Hazard in the amount of \$3,750.00. The bill has not been paid because the work that was done extended beyond the Personal Services Agreement signed between the Interim Office and the firm. However, I have spoken to Daniel Klau, the lawyer who performed the work, and the additional days were necessitated because he had to appear before the old board to report on his work. At this point, since the work has fallen outside the dates of the original contract the Department of Administrative Services (DAS) has refused payment. Since the problems with this bill are minor technical difficulties; the contracts were entered into by both parties in good faith and since by all accounts the work was done; we would ask the board to direct the OSE to work with DAS and any relevant state agencies to fix the problems and get the firm's bill paid.
2. **Sabia & Hartley Bill** -- There is an outstanding bill with Sabia & Hartley for \$22,096.40. The problems with this contract are technical as well; relating to the timing of signatories and DAS has refused payment. Since the problems with this bill are technical difficulties; the contracts were entered into by both parties in good faith and since by all accounts the work was done; we would ask the board to direct the OSE to work with DAS and any relevant state agencies to fix the problems and get the firms bill paid.
3. **Susan Werner Travel Expenses** -- Susan Werner interviewed for the executive directors job in November and again in December. She was promised reimbursement for her travel by the interim staff. The total reimbursement requested is \$578.80. This is in conflict with standard Connecticut State Policy but since the interim staff represented themselves as having the authority to make this agreement, we feel it is something that we should honor. We ask the board to direct the OSE to work with DAS and any relevant state agencies to fix the problems and get her expenses reimbursed.

Vote Taken on Disposition of Interim Ethics
Office Business

Patricia T. Hendel	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Abstained	<input type="checkbox"/> Recused
Jaclyn Bernstein	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Abstained	<input type="checkbox"/> Recused
Rebecca M. Doty	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Abstained	<input type="checkbox"/> Recused
Enid Johns Oresman	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Abstained	<input type="checkbox"/> Recused
Dennis Riley	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Abstained	<input type="checkbox"/> Recused
Michael Rion <i>Moved</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Abstained	<input type="checkbox"/> Recused
Scott A. Storms	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Abstained	<input type="checkbox"/> Recused
Sister Sally J. Tolles	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Abstained	<input type="checkbox"/> Recused
Robert Worgaftik <i>2nd</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Abstained	<input type="checkbox"/> Recused

Direct the office to move
on the 1st 2 items —

3rd item —

Travel — Susan Werner —

Patricia will look into it with MWP.

Dennis Riley's Claims Case

Won't pay but will try to resolve
it in a fair way